

2023

MARKETING/DEVELOPMENT CONTRACT

1. **PARTIES.** This contract is entered into between Grant County, duly organized and operated under and by virtue of the Constitution and the laws of the State of Washington, by and through the Grant County Tourism Commission (hereinafter referred to as the "COUNTY"), and Rachelle Haven of Coulee Creative (hereinafter referred to as "CONTRACTOR"), a Washington State Sole Proprietorship.
2. **PURPOSE.** The purpose of this contract is to set forth the terms and conditions under which CONTRACTOR agrees to assist the COUNTY with the development and implementation of the Grant County Tourism Commission's tourism promotion plan.
3. **TERM.** This contract shall be in full force and effect from May 1, 2023, through December 31, 2023, unless otherwise terminated pursuant to the terms and conditions herein.
4. **TERMINATION.** CONTRACTOR may terminate this contract with thirty (30) days written notice; the COUNTY may terminate this contract with three (3) days notice. If the contract is terminated by the COUNTY for any reason other than for breach of this contract, CONTRACTOR will be entitled to compensation as set forth herein. If the contract is terminated for cause by the COUNTY, or by CONTRACTOR, CONTRACTOR will be entitled to compensation in an amount reflecting the value added to the COUNTY.
5. **SCOPE OF WORK.**
 - a. Support the Annual Marketing Campaign/Budget Planning and Development (2023 Budget to be provided).
 - b. Promotional Material Production as required.
 - c. Campaign Media Buying and Billings as required.
 - d. Overall Campaign Implementation as required.
 - e. Monthly Billings and Advertising Verification.
 - f. Sales of Cooperative Programs and Events.
 - g. Meeting Attendance:
 - Grant County Tourism Commission Monthly Meetings.

- h. 2023 Grant County Tourism Commission Marketing
 - Regional Publications, Radio and Television (Regional/National) (May – December).
 - Visitor Guides (State Lodging and Visitor's Guide) (May - December).
 - Cooperative Projects (Retail Events/Community Events) (May – November).
 - Specialty/Mailing/Photo Sharing (May - December).
 - Agency Retainer (Contract Retainer paid in 8 monthly installments).
 - k. Mailings
 - Provide mailings from COUNTY to requested individuals and/or entities.
 - l. Billings
 - Provide detailed invoices to the COUNTY for requested reimbursements. Invoices must include detailed billing, tear sheets, invoices, etc for all reimbursable items including commissions.
6. **COUNTY'S OBLIGATIONS.** The COUNTY agrees to:
- a. Review and approve the Annual Marketing Plan submitted by CONTRACTOR.
 - b. Proof all promotional materials as outlined in Annual Marketing Campaign.
 - c. Provide CONTRACTOR with campaign/advertising response information as collected.
7. **PAYMENT.**
- a. The COUNTY will pay CONTRACTOR an annual retainer of Twenty-six Thousand Four Hundred and No/100 Dollars (\$26,400.00), which will be divided into eight (8) installments, each installment in the amount of Three Thousand 00/100 Dollars (\$3,300.00) Each installment will be tendered no later than 30-days from the date of invoice receipt at the COUNTY.
 - b. CONTRACTOR will collect a fifteen percent (15%) media commission from the media, on all paid media placed for the COUNTY. CONTRACTOR shall look first to the media for the subject commission. In the event said media does not provide the fifteen percent (15%) commission (approximately five percent (5%) of the media does not provide a commission), CONTRACTOR will be entitled to the fifteen percent (15%) commission at the COUNTY's expense, PROVIDED: said funds are available and the contract limit of One Hundred Forty-One Thousand, Four-Hundred and Seventy and No/100 Dollars (\$141,470.00) has not been exceeded for the contract year. In no

event shall CONTRACTOR collect the fifteen percent (15%) commission from the COUNTY if the media placing the ad has provided same.

- c. The COUNTY will be billed monthly for all pre-approved marketing expenses incurred during the preceding month. Payment is to be made within thirty (30) days of the COUNTY's receipt of CONTRACTOR's billings.
 - d. This contract shall not exceed the sum of One Hundred Forty-One Thousand, Four-Hundred Seventy and No/100 Dollars (\$141,470.00) for all expenditures set forth herein, including without limitation, CONTRACTOR's monthly retainer, CONTRACTOR's marketing expenses as provided for in this contract, the fifteen percent (15%) media commission (where appropriate and paid for by the COUNTY) and, the actual costs of placing marketing ads in the media as set forth herein. CONTRACTOR shall not bill the COUNTY in excess of One Hundred Forty-One Thousand, Four-Hundred Seventy and 00/100 Dollars (\$141,470.00) on an annual basis, pursuant to the terms and conditions of this contract, without the express, written approval by the COUNTY, obtained in advance.
8. **PROPRIETARY RIGHTS.** CONTRACTOR agrees that all products, work, etc. created by CONTRACTOR pursuant to this contract are the work product of the COUNTY and are proprietary information and are the exclusive property of the COUNTY. Pictures and information provided to the CONTRACTOR by the COUNTY for the project set forth herein are also proprietary information of the COUNTY and, CONTRACTOR shall have no interest in them.
9. **NOTICES.** All notices and/or written communications required or permitted to be given or served by any party hereto upon any other, shall be deemed given or served in accordance with the provisions contained herein, by delivering personally, or mailed, postage prepaid and properly addressed, as follows:
- | | |
|-------------------|--|
| If to the COUNTY: | Jerry T. Gingrich, Deputy Clerk of the Board
Grant County Courthouse
P O Box 37
Ephrata WA 98823-0037 |
| If to CONTRACTOR: | Rachelle Haven, Owner
Coulee Creative
17 Midway Avenue
Grand Coulee, WA 99133 |
10. **ENTIRE AGREEMENT.** This contract constitutes the entire agreement of the parties, and supersedes all prior agreements, contracts, and understandings, written or oral. This contract may be amended only in writing, signed by the parties.

11. **ASSIGNABILITY.** CONTRACTOR may not assign its rights and/or obligations under this contract to a third party without the express written consent of the COUNTY.
12. **NO WAIVER.** No failure of the parties to insist on the strictest performance of any term of this contract shall constitute a waiver of any such term or an abandonment of this contract.
13. **SEVERABILITY.** If any term, provision, covenant, or condition of this contract shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the contract shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby. To this end, the provisions of this contract are declared to be severable.
14. **HEADINGS NOT CONTROLLING.** Headings used in this contract are for reference purposes only and shall not be considered a substantive part of this contract.
15. **JURISDICTION.** This contract has been and shall be construed as having been made by both parties, and delivered within the State of Washington, and it is agreed by the parties hereto that this contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.
16. **DISPUTES.** The parties mutually agree to resolve any disputes regarding interpretation or enforcement of the terms and conditions of this contract by good faith negotiation.
17. **INDEMNIFICATION.** Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its officers, employees and/or agents. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this contract.
18. **EFFECTIVE DATE.** This contract shall be effective upon signature by the last party signing and shall terminate only upon the written, mutual consent of the parties, except as may be otherwise provided elsewhere in this contract.

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Grant County has caused this instrument to be executed by its proper officers on this _____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Rob Jones, Chair

Cindy Carter, Vice Chair


Danny E. Stone, Member

Approved as to form:

Barbara G. Duerbeck, WSBA #53946
Civil Deputy Prosecuting Attorney

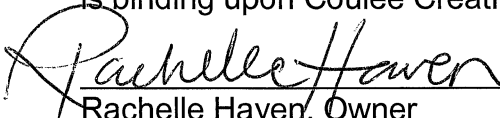
Attest:

Barbara J. Vasquez,
Clerk of the Board


Amanda Laramore, Chair
Grant County Tourism Commission
c/o Grant County
P.O. Box 37
Ephrata WA 98823-0037

Date: 4/19/2023

The undersigned represents that she is the owner of Coulee Creative, that she has the authority of Coulee Creative to sign this contract, and that the undersigned's signature is binding upon Coulee Creative.


Rachelle Haven, Owner
Coulee Creative
17 Midway Avenue
Grand Coulee, WA 99133

Date: 4.19.2023